



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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REQUEST FOR PROPOSAL

PROJECT TITLE: STATEWIDE OFFICE SUPPLY PROGRAM

RFP NUMBER FIN-0404OS

**PROPOSALS DUE BY
DATE AND TIME NOTED IN SECTION 2.1**

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I. INTRODUCTION – SUMMARY OF THE INTENDED PROCUREMENT

1.1 Issuing Body and Coordinated Procurement

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts is the staff agency for the Council and assists both the Council and its chair in performing their duties.

This Request for Proposal (“RFP”) is being issued by the Judicial Council of California, Administrative office of the Courts (“AOC”) on behalf of the California Appellate Courts, which includes the Supreme Court of California, the 58 Superior Courts of California, the Habeas Corpus Resource Center, and the Administrative Office of the Courts (individually referred to as a Judicial Branch Entity or “JBE”).

1.2 RFP Layout and Sections

This RFP is laid out in sections as follows:

1. Introduction – Summary of the Intended Procurement
2. Procurement and Evaluation Process
3. Proposal Format and Content
4. Statement of Work
5. General Conditions
6. Disabled Veterans Business Enterprise Participation Goals
7. Attachments

1.3 Project Overview

The AOC is requesting proposals from highly qualified vendors with expertise in providing standard office supplies on a statewide basis.

The AOC intends to award one or more Master Agreements, for an initial one (1) year term and two (2) one-year extension options, to a vendor or vendors that is able to supply substantially all of or a specific region of the Judicial Branch Entities with an unknown quantity of office supplies, as further described in Section IV of this RFP. However, the AOC reserves the right to make only one award, multiple awards, or to

Introduction - Summary of the Intended Procurement

reject any or all proposals, in whole or in part, submitted in response to this RFP. The AOC further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

II. PROCUREMENT AND EVALUATION PROCESS

2.1 Procurement Schedule and General Instructions

The AOC has developed the following list of key events from RFP issuance through notice of contract award. All deadlines are subject to change at the AOC's discretion.

<u>No.</u>	<u>EVENTS</u>	<u>Key Dates</u>
1	Issue RFP	May 5, 2004
2	Letter of Intent from Proposers to Participate in Pre-Proposal Conference	May 14, 2004
3	Pre-Proposal Conference Date and Time	May 18, 2004; 1:00 p.m. (Pacific Time)
4	Deadline for Proposer Requests for Questions, Clarifications or Modifications	May 28, 2004
5	Addendum for Answers, Clarifications or Modifications	June 2, 2004
6	Proposal Due Date and Time	June 9, 2004; 1:00 p.m. (Pacific Time)
7	Negotiations (estimated)	June 2004
8	Notice of Intent to Award (estimated)	June 28, 2004
9	Notice of Award (estimated)	July 1, 2004

The RFP and any addenda that may be issued will be available on the following website(s):

<http://www.courtinfo.ca.gov/reference/rfp/> ("Courtinfo website")

2.1.1 Contact List

Submittal Contact:

Nadine McFadden
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3660

RFP FIN-0404OS, Statewide Office Supply Program
Section II
Procurement and Evaluation Process

Project Manager:	Paula Coombs Judicial Council of California Administrative Office of the Courts 2880 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-3509
Contracting Officer:	Michael Quinones Judicial Council of California Administrative Office of the Courts 455 Golden Gate Avenue, 7 th Floor San Francisco, CA 94102-3660
Business Services Manager:	Grant Walker Judicial Council of California Administrative Office of the Courts 455 Golden Gate Avenue, 7 th Floor San Francisco, CA 94102-3660

2.1.2 Disposition of Material and Confidential or Proprietary Information

All materials submitted in response to this solicitation document will become the property of the AOC and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. **Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.**

The AOC's policy is to follow the intent of the California Public Records Act (PRA). If a vendor's proposal contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of the PRA, then that information will not be disclosed pursuant to a written request for public documents. If the AOC does not consider such material to be exempt from disclosure under the PRA, the material will be made available to the public, regardless of the notation or markings. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the PRA, then it should not include such information in its proposal.

2.1.3 Proposal Preparation Costs

Vendors submitting proposals do so entirely at their expense. There is no express or implied obligation by the AOC to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the AOC, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2 Pre-Proposal Conference

2.2.1 Mandatory Pre-proposal Conference

A pre-proposal conference to answer questions related to this RFP will be held on the date and at the time specified in Section 2.1. The location of the pre-proposal conference is stated below:

Judicial Council of California, Administrative Office of the Courts
455 Golden Gate Avenue
Milton Marks Conference Center (Lower Level)
Benicia Rooms A & B
San Francisco, CA 94102-3660

The pre-proposal conference is mandatory; prospective proposers are required to attend in order to better understand the proposal requirements. In the event a potential proposer is unable to attend the pre-proposal conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. However, vendors who have representatives sign in for their firm must certify in their proposal that the representative had a significant role in preparation of their proposal. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

A Letter of Intent from a vendor planning on attending the pre-proposal conference must be sent to the Submittal Contact at the address listed in Section 2.1.1 by the date and time noted in Section 2.1 indicating the number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference. The AOC will prepare a summary of questions and answers from the pre-proposal conference, as an addenda, which will be posted on the Courtinfo website.

2.3 Pre-Submittal Process

2.3.1 Request for Clarifications or Modifications

Vendors interested in responding to the solicitation may submit questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document, including questions regarding the General Conditions in Section V, to the Submittal Contact listed in Section 2.1.1. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. All questions and requests must be submitted in writing to the Submittal Contact listed in Section 2.1.1 no later than the date specified in Section 2.1, Procurement Schedule and General Instructions. Questions or requests submitted after the due date will not be answered or addressed.

Without disclosing the source of the question or request, the Project Manager will post a copy of the questions and the AOC's responses, as an addendum to the RFP, on the Courtinfo website.

If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.

2.3.2 Ambiguity, Discrepancies, Omissions

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Submittal Contact listed in Section 2.1 written notice of the problem and request that the solicitation document be clarified or modified. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting the addendum on the Courtinfo website.

If prior to the date fixed for submission of proposals a vendor submitting a proposal knows of or should have known of an error in the solicitation document but fails to notify the AOC of the error, the vendor shall propose at its own risk, and if the vendor is awarded the contract, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.3.3 Contact with Judicial Branch Entities

Vendors are specifically directed NOT to contact any Judicial Branch Entity personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award of a contract. The AOC's intent for this solicitation is to ensure that all proposers have the same information when creating their proposals. Unauthorized contact with any Judicial Branch Entity personnel or consultants may be cause for rejection of the vendor's response.

2.3.4 RFP Addenda

The AOC may modify the solicitation document prior to the date fixed for submission of proposals by posting an addendum on the Courtinfo website. If any potential vendor determines that an addendum unnecessarily restricts its ability to

propose, it must notify the Submittal Contact listed in Section 2.1.1 no later than three (3) business days following the date the addendum posted on the AOC's website.

Proposer's prices offered shall reflect all addenda issued by the AOC. Failure to do so will permit the AOC to interpret the proposal to include all addenda issued in any resulting agreement.

2.4 Submission of Proposals

2.4.1 Proposal Delivery

One unbound original of the technical and cost proposal, four (4) bound hard copies of the technical and cost proposal, one electronic format copy of the technical proposal in MS Document or PDF format, and one electronic formatted copy of the Pricing Sheets (Attachment D) in Excel must be received no later than the Proposal Due Date and time specified in Section 2.1 (the "Proposal Closing Time") at the address listed in Section 2.1.1 by the Submittal Contact. All proposals must be submitted in double envelopes that are sealed. The outside envelope must be clearly marked with the RFP Number, Project Title, the Proposal Due Date, and the proposer's name. **The cost proposal and DVBE Participation Form (Attachment E) must be included in the proposal in a separately sealed envelope and should be marked with "Cost Proposal and DVBE Participation Form" and the proposer's name.**

The hard copies and electronic copies of the technical proposal must not include any pricing information. Proposals received prior to the Proposal Closing Time that are marked properly will be securely kept, unopened until the Proposal Closing Time. Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery, unless another method (e.g., facsimile) is specifically authorized in the solicitation. A receipt should be requested for hand delivered material.

The proposer is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The AOC shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or missed delivery.

If the solicitation states that facsimile transmission of a proposal is acceptable, and the proposer chooses to transmit their proposal via facsimile, the proposer understands and agrees that the AOC will consider only those portions of the proposal received prior to the Proposal Closing Time; any pages received after that time will not be considered and may result in an incomplete and non-responsive proposal. If a facsimile transmission is used, all hard copies of the vendor's proposal must be

received by the Submittal Contact listed in Section 2.1.1 no later than 24 hours after the Proposal Closing Time.

2.4.2 Amendment or Withdrawal of Proposals

A vendor may amend its proposal prior to the Proposal Closing Time. All amendments must be in writing and received by the AOC prior to the Proposal Closing Time.

A vendor may withdraw its proposal at any time prior to the Proposal Closing Time by notifying the Submittal Contact listed in Section 2.1.1 in writing of its withdrawal. Amendments or withdrawals offered in any other manner, oral or written, will not be considered. Proposals cannot be amended or withdrawn after the Proposal Closing Time.

2.4.3 Mistake in Proposal

If prior to a contract award, a proposer discovers a mistake in their proposal that renders the proposer unwilling to perform under any resulting agreement, the proposer must immediately notify the Submittal Contact listed in Section 2.1.1 in writing and request to withdraw the proposal. It shall be solely within the AOC's discretion as to whether withdrawal will be permitted. If the solicitation contemplated an evaluation and award of "all or none" of the items, then any withdrawal must be for the entire proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the AOC may consider permitting withdrawal of specific line item(s) or combination of items.

2.4.4 Error in Submitted Proposals

If an error is discovered in a vendor's proposal, the AOC may at its sole option retain the proposal and allow the proposer to submit certain arithmetic corrections. The AOC may, at its sole option, allow the proposer to correct obvious clerical errors. In determining if a correction will be allowed, the AOC will consider the conformance of the proposal to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation.

If the proposer's intent is clearly established based on review of the complete proposal submitted, the AOC may, at its sole option, allow the proposer to correct an error based on that established intent.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, the unit or line item

price shall be the amount obtained by dividing the “extension” price by the item quantity.

2.4.5 Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by a duly authorized officer or employee of the vendor and include the name, title, address, and telephone number of the individual who is the proposer’s designated representative.

Proposals will be valid for ninety (90) days after the Proposal Due Date specified in Section 2.1 (“Proposal Validity Date”). In the event a final contract has not been awarded by the date specified in Section 2.1, the AOC reserves the right to negotiate extensions to the Proposal Validity Date.

2.4.6 Knowledge of Requirements

The vendor shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the proposer’s sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any AOC issued clarifications, modifications, amendments, or addenda. The AOC will post addenda and clarifications to the Courtinfo website; however, it is the proposer’s responsibility to ascertain that the proposal is based on all addenda issued prior to the Proposal Due Date.

2.4.7 Independence of Proposal and Joint Proposals

Unless a proposer is submitting a joint proposal, the proposer represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

A proposal submitted by two or more vendors participating jointly in one proposal may be submitted, but one vendor must be identified as the prime contractor and the other(s) as the subcontractor(s). The AOC assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

2.4.8 Covenant Against Gratuities

Proposer warrants by signing its proposal that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the proposer or any agent, director, or

representative of the proposer, to any officer, official, agent, or employee of any Judicial Branch Entity with a view toward securing award of or securing favorable treatment with respect to any determinations concerning the performance of any resulting agreement. For breach or violation of this warranty, the AOC will have the right to terminate any resulting agreement in whole or in part. The right and remedies of the AOC provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the resulting agreement.

2.5 Overview of Evaluation Process

2.5.1 Evaluation Committee

The AOC will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. All proposals received from vendors will be reviewed and evaluated by a committee of qualified personnel (“Evaluation Committee”). The name, units, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first review and screen all proposals submitted, except for the cost proposals, according to the minimum qualifications set forth in Section 2.6.

Vendors satisfying the minimum qualifications will then be evaluated in accordance with the evaluation criteria set forth in Section 2.7. The Evaluation Committee will first review and complete the evaluation of the technical proposals, without the cost proposal. Thereafter, the cost proposals will be opened, reviewed, and evaluated to determine an overall evaluation score.

2.5.2 Reservation of Rights

The AOC, in its complete discretion, may eliminate proposals that have not met the minimum qualifications of Section 2.6, or have not scored adequately in relation to other proposals to warrant further consideration. The AOC reserves the right to reject any or all proposals, in whole or in part, and may or may not waive any immaterial deviation or defect in a proposal. The AOC’s waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

Unless otherwise specified in the solicitation, the AOC may accept any item or combination of items, as specified in the solicitation, of any proposal unless the proposer expressly restricts an item or combination of items in its proposal and conditions its response on receiving all items for which it provided a proposal. In the

event that the proposer so restricts its proposal, the AOC may consider the proposer's restriction and evaluate whether the award on such basis will result in the best value to the AOC and Judicial Branch Entities or may determine in its sole discretion that such restriction is non-responsive and renders the proposer ineligible for further evaluation.

The AOC reserves the right to negotiate with proposers who have presented, in the opinion of the Evaluation Committee, the best proposal in an attempt to reach an agreement. If no agreement is reached, the AOC can negotiate with other proposers or make no award under this RFP. At any time the Evaluation Committee can reject all proposals and make no award under this RFP. Moreover, the AOC reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with vendors to gather additional information.

Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the AOC regarding a requirement of the solicitation document.

2.5.3 Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the cost sheets must be clearly legible and must be printed in ink or type written. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the proposal. If the solicitation requires the proposer to provide an electronic copy of the cost sheets and there is a discrepancy in the printed cost sheets and the electronic copy, the pricing on the printed cost sheets will be evaluated.

Where more than one item is specified in the solicitation, the AOC reserves the right to determine the highest evaluated proposer, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

Unit or line item prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$0.56726 each would exceed this limitation. Unit prices that exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be truncated (i.e., dropped off) leaving a unit price of \$0.5672 each.

2.5.4 Cash Discounts

The AOC encourages proposers to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation, cash discounts offered

by proposers for the prompt payment of invoices will not be considered in evaluating offers to determine the successful proposer for award of any resulting agreement.

2.5.5 Requests for Additional Information

The AOC reserves the right to seek clarification or additional information from any proposer throughout the solicitation process. The AOC may require a proposer's representative to answer questions during the evaluation process with regard to the vendor's proposal. Failure of a proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

2.5.6 Brand Names

Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Proposals offering equivalent items meeting the standards of quality specified will be considered, unless otherwise specified, providing the proposal clearly describes the article offered and how it differs from the referenced brand. Unless a proposer indicates otherwise, it is understood that the proposer is offering the referenced brand item as specified in the solicitation. The AOC reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the AOC may require the supply of additional descriptive material and a sample.

2.5.7 Samples

Samples of goods may be required prior to award to determine proposer's responsiveness to the RFP's technical requirements. If requested, such samples must be provided at no cost and delivered to the address specified within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection of a vendor's proposal.

Unless expressly set forth in the solicitation, the sample of goods furnished must be identical in all respects to the product or products being offered.

Proposers offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the AOC to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the AOC as indicated by the manufacturer and model number specified in the solicitation.

Samples, if not destroyed by tests, may, upon request made by the proposer at the time the sample is furnished, be returned at proposer's expense.

2.6 Minimum Qualifications

To be considered for full evaluation and possible award, proposers must first meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of vendor and any proposed subcontractors):

No.	Minimum Qualifications
1	Revenue greater than \$3,000,000 per year for each of the last 3 years.
2	Five (5) or more years experience working with government entities/public sector customers.
3	Neither vendor nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors are tax delinquent with the State of California or Federal Government (reference <u>Attachment C</u> , Vendor Certification Form).

The proposer must state specifically in its Executive Summary (see Section 3.1) how it complies or will comply with each minimum qualification specified above. Subject to the AOC's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications shall be considered for a full evaluation and a possible contract award.

Vendors who fail to meet any of the listed minimum qualifications will be notified in writing, and will have three (3) business days from receipt of such notification to file proof that all such qualifications are met.

2.7 Evaluation Criteria

Proposals will be evaluated to determine the proposal or proposals that offers the best value to the AOC and the Judicial Branch Entities. The evaluation will be based upon the following criteria, listed in order of descending priority. Although some factors are weighted more than others, all are considered necessary, and a proposal must be technically acceptable in each area to be eligible for award. With regards to cost, the AOC reserves the right, in its sole discretion, to reject any proposal whose price is outside of the competitive range.

- a. Cost/Pricing factors
- b. Customer Service (Level of service and methodology)
- c. Technical approach and implementation plan
- d. Timeliness of Delivery
- e. Experience and past performance
- f. Financial viability and stability

2.8 Interviews and Negotiations

2.8.1 Interviews

Following the initial screening of proposals, the AOC reserves the right to require, and each proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposal. If the AOC determines that interviews or presentations are required, selected proposers will be notified in writing of the date, place, time and format of the interview or presentation. Proposers will be responsible for all costs related to the interview, which, at the AOC's sole discretion, may be in-person and/or by teleconference. Failure to participate in such interviews or presentations shall result in a proposer's disqualification from further consideration.

2.8.2 Negotiations

If the AOC desires to enter into negotiations, they will do so with one or more proposers, at their discretion. If the AOC enters into negotiations and no agreement is reached with a proposer, the AOC can negotiate with the other proposers or make no award under this RFP. The AOC reserves the right to award a contract, if any, without negotiations.

2.8.3 Payment

Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

2.8.4 News Releases

News releases pertaining to the award of any agreement resulting from this solicitation may not be made by a vendor without the prior written approval of the Business Services Manager noted in Section 2.1.1.

2.9 Award of Contract

The Evaluation Committee will make a final recommendation for award of the contract. Upon award, the successful proposer(s) will be required to execute a Master Agreement in accordance with the Statement of Work in Section IV and the General Conditions in Section V, and provide a certificate of insurance in conformance with the requirements set forth in the General Conditions within thirty (30) business days of award. The period for execution of the Master Agreement may be changed by mutual agreement of the parties. Agreements are not effective until signed by both parties.

2.10 Protest Procedures

2.10.1 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Proposal Closing Time. The protestor shall have exhausted all administrative remedies, such as those specified in Section 2.3.1, Request for Clarification or Modifications; Section 2.3.2, Ambiguity, Discrepancies, Omissions; and Section 2.3.4, RFP Addenda, as applicable, prior to submitting the protest. Failure to do so may be grounds for denying the protest.

2.10.2 After Award

A vendor submitting a proposal may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document.
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes items and/or services of proven quality and performance, and offers a competitive cost; and
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Such protests must be received no later than five (5) business days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.

2.10.3 Form of Protest

A vendor who is qualified to protest should submit the protest to the Contracting Officer at the address noted in Section 2.1.1.

- a. The protest must be in writing and sent by certified or registered mail or delivered personally to the address noted in Section 2.1.1. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, address, telephone and facsimile numbers of the party protesting or their representative.
- c. The title of the solicitation document under which the protest is submitted shall be included.

- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

2.10.4 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the Proposal Closing Time. If required, the AOC may extend the Proposal Closing Time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

2.10.5 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

2.10.6 Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager noted in Section 2.1.1 within five (5) calendar days of the issuance of the Contracting Officer's decision. The justification for appeal is limited to: facts and/or information related to the protest, as previously submitted, that was not available at the time the protest was originally submitted; or the decision of the Contracting Officer was in error of law or regulation. The request for appeal shall include: (1) the name, address telephone and facsimile numbers of the vendor filing the appeal or their representative; (2) a copy of the

Contracting Officer's decision; (3) the legal and factual basis for the appeal; and (4) the ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal. Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

2.10.7 Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC and the Judicial Branch Entities, the urgency of the procurement, and the impact of the recommendation(s) on the AOC and the Judicial Branch Entities. The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-compete the contract;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

Failure of a vendor to comply with the protest procedures will render a protest untimely and inadequate and may result in rejection thereof. In no event shall a protest be considered if all submittals are rejected or after a contract has been executed.

III. PROPOSAL FORMAT AND CONTENT

Responsive proposals should provide straightforward, concise information that satisfies the requirements of this solicitation. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the AOC's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1 Executive Summary

The proposer must provide an Executive Summary of its proposal. The Executive Summary should be a "high-level", general overview of how the vendor proposes to accomplish the requirements of this RFP. The Executive Summary should demonstrate the proposer's understanding of the requirements. The proposer must also address in this section how it meets the minimum qualification requirements in Section 2.6.

3.2 Company and Subcontractor Information

3.2.1 Company Background Information

The AOC requires the vendor to be a reputable company of strong financial standing and experience in the office supply industry. The vendor's proposal must provide the information requested below. If the proposer is a joint venture, information about the prime contractor and the subcontractor must be submitted separately. The information to be provided is as follows:

- a. Complete name and address.
- b. Federal tax identification number.
- c. If incorporated, state in which incorporated.
- d. A short narrative description of the vendor's organization, including organization charts and indication of company officers where applicable.
- e. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing products and services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the vendor's last three (3) fiscal years. If a company is privately held, this information will be kept confidential by the AOC. These financial statements must be contained in a separate volume.

- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPOs).
- j. Annual contract value of the vendor's three (3) largest contracts for similar products and services in the past three (3) years.
- k. Percent of turnover of key service staff for each of the last three (3) years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g., Account Manager, Customer Service personnel, etc.).
- l. If subcontractors are proposed for this RFP, describe the vendor's contract management process for subcontractors included in the vendor's proposal and provide copies of signed formal agreements (e.g., teaming agreements or any other legally binding document), if any exist, between the vendor and each proposed subcontractor.

3.2.2 Subcontractors

If subcontractors are proposed for this RFP, provide the following information for each subcontractor:

- a. Subcontractor name and address.
- b. Federal identification and/or social security number.
- c. If incorporated, state in which incorporated.
- d. A short narrative of the subcontractor's organization, including organization charts and indication of company officers where applicable.
- d. Principal type of business.
- f. Total number of years in business.
- g. Number of years providing services similar in size and scope to those requested in this RFP.
- h. An audited profit and loss statement and balance sheet for the subcontractor's last three (3) fiscal years. If a company is privately owned, this information will be kept confidential by the AOC. These financial statements must be contained in a separate volume.
- i. Significant transactional events in the past five (5) years such as: bankruptcies, mergers, acquisitions, initial public offerings (IPOs).
- j. Percent of turnover of key service staff for each of the last three (3) years in the subcontractor's organization that will be responsible for providing services described in this RFP (e.g., Account Manager, Customer Service personnel, etc.).

3.3 Company Profile and California Locations

Vendor shall provide a short description of its company. In addition, the vendor shall list all of its California locations and shall include a statement as to whether it can provide products and services to each court location, as listed in Attachment B. The vendor shall list any locations where it cannot provide products and services.

3.4 Experience and Qualifications

3.4.1 Prior Experience and References

The AOC requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for customers similar to or with relevance in the size, complexity and scope of this RFP. Vendor shall:

Describe the vendor's experience as it pertains to providing products and services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.

Provide the names, addresses, and telephone numbers for a minimum of five (5) customers for whom the vendor has provided similar products and services within the last 18 months. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract. The AOC may contact some or all of the references provided in order to determine the vendor's performance record. The AOC reserves the right to contact references other than those provided in the proposal and to use the information gained from them in the evaluation process.

3.4.2 Subcontractors

If the vendor intends to subcontract, describe the vendor's experience with each of the proposed subcontractors. For each proposed subcontractor provide the names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.5 Technical Approach and Methodology

3.5.1 Work Plan and Methodology

Vendor shall provide a project plan that describes how the vendor intends to implement the program. Specifically, the vendor shall provide the following information regarding methodologies and organization:

Vendor shall describe how the program will be implemented, including the process to convert an existing Judicial Branch Entity (“JBE”) customer and the process to acquire a new JBE customer. The description shall include, but is not limited to, the following:

- Account Team structure and role (including description of sales contact process, Account Team support, and periodic account review process)
- Communication process with the JBE and the AOC
- Customized ordering process and websites or catalogs that reflect Contract Items and Contract Pricing (as defined in Section 4.1.1), including distribution of catalogs and capabilities to block ordering on an individual account basis (JBE account level)
- Training (initial and ongoing)
- Time Schedule
- Program Evaluation

3.5.2 Ordering Process

Describe the process to establish an account for a Judicial Branch Entity that may wish to purchase goods under any Master Agreement that may result from this RFP, including how the individual JBE accounts would be linked together and identified as a statewide account associated with the Master Agreement.

Describe the ordering process and the various options available (e.g., Internet access, telephonic, facsimile, etc.). Include the acknowledgement process (as required in Section 4.1.2). The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service.

Describe how back-ordered or out-of-stock products are handled during the ordering process (as required in Section 4.1.2).

3.5.3 Customer Service

Describe the level of customer service that will be provided, including procedures that will ensure consistency and problem escalation and resolution. The description should include, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy

- Internal procedures to track customer service contact and resolution
- Escalation process

3.5.4 Reports

Vendor shall describe the common reports that are available to the individual Judicial Branch Entities. Include the type of report, the information provided in the report, the frequency of the report, the process to request the report, and the process used to deliver the report. Vendors are encouraged to include a sampling of common reports.

In addition, vendor shall describe its capabilities to provide quarterly reports as required in Section 4.1.6.

3.5.5 Invoicing

Vendor shall describe its invoicing process, including but not limited to the following:

- Description of vendor's billing system
- Availability of consolidated billing and process for consolidated billing
- Frequency of billing (weekly, monthly, etc.)
- Examples of invoices currently in use

3.6 Cost Proposal

3.6.1 Government Rates

It is expected that all vendors responding to this solicitation will offer the vendor's government or comparable favorable rates.

3.6.2 Pricing and Price Adjustments

Vendor must submit pricing as required by Attachment D, Pricing Sheets (note multiple spreadsheets within Excel Workbook). Pricing shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses incidental to the vendor's performance.

The vendor shall describe the process used to evaluate purchasing patterns that result in the identification of items that may be eligible to add to the list of Contract Items (as defined in Section 4.1.1) and opportunities for price reductions to existing Contract Items during the term of any resulting agreement.

Vendor shall propose a standard discount for Non-Contract Items (as defined in Section 4.1.1) that vendor is able to provide and Judicial Branch Entities may purchase under the terms of any Master Agreement that results from this RFP.

The Judicial Branch Entities are exempt from federal excise taxes and no payment will be made for any taxes levied on the vendor's or any subcontractor's employees' wages. The Judicial Branch Entities will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a vendor's invoice.

The prices proposed in the proposer's response will be valid for a minimum of one year after any resulting agreement is signed. The proposer's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to the AOC and Judicial Branch Entities purchasing goods if the agreement is renewed after the initial term. The proposer must explain the proposed process to implement price changes, including the process to update catalogs and websites.

3.6.3 Uniform Pricing

The AOC requires that pricing be uniform for all Judicial Branch Entities. Describe how your company will meet this requirement.

3.7 Required Proposal Forms and Documents

3.7.1 Required Forms

- a. Cost Proposal (including Pricing Sheets – Attachment D, sealed in a separate envelope in accordance with Section 2.4.1)
- b. Statement of Acceptance of Terms, in accordance with Section 3.7.2
- c. Vendor Certification Form – Attachment C
- d. DVBE Participation Form – Attachment E (include with Cost Proposal)

3.7.2 Acceptance of Terms

The vendor's proposal must include a statement as to whether the vendor accepts the General Conditions in Section V or whether the vendor takes any exception to those terms. The vendor will be deemed to have accepted such terms and conditions, except as is expressly called out in the vendor's proposal. If exceptions are taken, vendor must submit a "redlined" version of the term or condition showing all modifications proposed by the vendor. The vendor must provide an explanation as to why the modification is required. The vendor's willingness to accept the General

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Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the vendor's proposal.

Although the AOC will consider alternate language proposed by a vendor, the AOC will not be bound by contract language received as part of a prospective vendor's response. If the proposer requires that the AOC be bound by some or all of the vendor's proposed contract language, the proposal may be considered non-responsive and may be rejected.

IV. STATEMENT OF WORK

4.1 Description of Products and Services to be Provided

4.1.1 General Description

Each of the Judicial Branch Entities may individually, at their discretion, order office supplies, including Contract Items and Non-Contract Items, under a Master Agreement(s) that may result from this RFP by placing an individual order via a Purchase Order or by issuing a blanket Purchase Order covering items for multiple individual orders up to the dollar amount of the blanket Purchase Order.

The term “Contract Item” is defined as any item or replacement item (as agreed to by the AOC) that is included in Attachment D, Pricing Sheets, or any resulting agreement that may result from this RFP. The term “Non-Contract Item” is defined as any item that vendor is able to provide and Judicial Branch Entities may purchase that are not included with a specific price in Attachment D, Pricing Sheets, or any resulting agreement that may result from this RFP. The term “Contract pricing” is defined as the price for a Contract Item that was proposed in the vendor’s proposal and reflected in any final agreement that results from this RFP. The term “Purchase Order” refers to an ordering document used by any one of the Judicial Branch Entities to place orders for office supplies under a Master Agreement that is awarded as a result of this RFP.

4.1.2 Ordering Process

The vendor is required to maintain a toll-free number for ordering, inquiries, and customer service.

The vendor will provide an immediate acknowledgement of confirmation to all Judicial Branch Entities following their request to place an order. The acknowledgement will be submitted by either facsimile or email, regardless of what method is used to place the order. The vendor shall describe its acknowledgement process.

The AOC requires that: (1) all replacement items are of equal or better quality; (2) JBEs must be notified if an item is not available at the time the order is placed and presented with an option of a replacement item or the back-ordered item when it becomes available; (3) estimated delivery dates must be provided for all back-ordered items; and (4) if a back-ordered item is not available on the estimated delivery date, the JBE placing the order must be notified prior to the estimated delivery date and given the option of a replacement item or the back-ordered item when it becomes available. If the JBE is not satisfied with the quality of the replacement product, the JBE has the right to return the product. The JBE will not incur any cost for return of the product, including but not limited to shipping and handling.

4.1.3 Customer Service

The vendor's customer service process shall ensure that all customer service issues are addressed in a consistent manner, including problem escalation and resolution. The customer service process includes, but is not limited to:

- Customer service organizational structure
- Contact process (phone, email, fax, etc.)
- Follow up process
- Process to handle back ordered or out-of-stock products, including alternate suggestions and pricing policy
- Internal procedures to track customer service contact and resolution
- Escalation process

4.1.4 Delivery Requirements and Shipping Costs

Delivery shall be made as required on an individual Purchase Order or a blanket Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Vendors should assume that all deliveries will be Inside Deliveries as designated by a representative of the Judicial Branch Entity placing the order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the vendor. When damage does occur, it is the responsibility of the vendor to immediately notify the Judicial Branch Entity staff.

The vendor shall bear the risk of loss or damage to the ordered goods until the goods are delivered to the place of business indicated on the Purchase Order.

The vendor shall indicate any locations listed in Attachment B that may require more than three (3) days for delivery of goods.

The vendor shall maintain an overall monthly average of 95% for on-time delivery of products purchased under any Master Agreement that may result from this RFP. The on-time delivery rate shall be calculated on a quarterly basis by dividing the number of completed on-time deliveries (no partial deliveries) by the total number of deliveries. That is, for orders reported as filled by the order entry system, the shipments shall be received within the times specified when the order is placed at least 95% of the time. The vendor shall propose a remedy, such as an additional discount, if the quarterly average for on-time delivery falls below 95% for three (3) consecutive months.

Shipping and delivery costs, if applicable, shall be included in vendor's prices. Vendor shall not invoice the Judicial Branch Entity separately for shipping or delivery costs.

4.1.5 Packaging

All products must be new, and must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Judicial Branch Entity's Purchase Order number.

Each shipment shall include a packing slip showing: the Purchase Order number; the ordering date; ordering department, if appropriate; ship-to location; the item number; product description; quantity ordered; quantity shipped; and backordered items, including the expected ship date.

4.1.6 Reports

The individual Judicial Branch Entities placing orders under a Master Agreement that may result from this RFP may, on occasion, request reports from the vendor.

In addition, the AOC requires quarterly program reports that provide the following information for each Judicial Branch Entity utilizing any Master Agreement that may result from this RFP, including a program summary of the information:

- **Delivery Information:** Delivery information shall include the number of "On-Time Shipments" and the number of "Late Shipments". On-Time Shipments are defined as complete shipments (no partial deliveries) of goods that meet the delivery time specified in the order. Late Shipments are defined as shipments, including partial shipments, that do not meet the delivery time specified in the order.
- **Non-Contract Items:** A list of all Non-Contract items that are ordered, including the price charged to the Judicial Branch Entity.
- **Back-Ordered or Out-of-Stock Items:** A list of items that were back-ordered or out-of-stock at the time the Judicial Branch Entity placed their order, including the number of days before the order was filled with an acceptable replacement item or the requested item.

- **Order Value:** A summary, by Judicial Branch Entity, of the total value ordered during the quarter reported.

Quarterly reports must be provided no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

4.1.7 Rejection of Goods or Acceptance of Service

The vendor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost to the Judicial Branch Entity. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. The vendor will not charge the Judicial Branch Entity for the return of any mis-ordered, mis-shipped or damaged items.

4.1.8 Inventory

The Judicial Branch Entities have an ongoing requirement for the products indicated in this RFP. The vendor or vendors awarded a Master Agreement, if any, shall maintain access to a reasonable stock of such products on hand for the term of the Master Agreement. Failure to maintain access to a reasonable stock may result in termination for default of the vendor's Master Agreement.

4.2 Estimated Volumes

No minimum delivery estimate is stated in this RFP. The individual Judicial Branch Entities will not be required to use any Master Agreement that may result from this RFP. The individual Judicial Branch Entity will make its purchasing decision based on what is in its best interest.

4.3 Procurement Process – Use of Master Agreement

After award of a Master Agreement or Master Agreements, requests for services utilizing a Master Agreement will be made by issuance of a Purchase Order issued from a Judicial Branch Entity requesting goods and/or services as specified in the Master Agreement. The Purchase Order will reference the Master Agreement and the terms and conditions of the Master Agreement shall take precedence over the terms and conditions of the Purchase Order, contract, or terms and conditions included on an invoice or like document unless changes are made by reference to specific provisions of the Master Agreement.

V. GENERAL CONDITIONS

The General Conditions are included in this solicitation document as Attachment A, Contract Terms and Conditions.

VI. DISABLED VETERANS BUSINESS ENTERPRISE PARTICIPATION GOALS

The State of California Executive Branch requires contract participation goals of a minimum of three percent (3%) for disabled veteran business enterprises (DVBEs). The AOC, as a policy, follows the intent of the Executive Branch program. Therefore, your response should demonstrate DVBE compliance; otherwise, if it is impossible for your company to comply, please explain why, and demonstrate written evidence of a "good faith effort" to achieve participation. Your company must complete the DVBE Compliance form and include the form with your Cost Proposal. If your company has any questions regarding the form, you should contact the Contracting Officer noted in Section 2.1.1. For further information regarding DVBE resources, please contact the Office of Small Business and DVBE Certification, at 916-375-4940 or access DVBE information on the Executive Branch's Internet web site at: <http://www.dgs.ca.gov/default.htm>.

VII. ATTACHMENTS

Attachment A	Contract Terms & Conditions
Attachment B	Address List
Attachment C	Vendor Certification Form
Attachment D	Pricing Sheets (Multiple spreadsheets within Excel Workbook)
Attachment E	DVBE Participation Form

ATTACHMENT A CONTRACT TERMS AND CONDITIONS

This Master Agreement for Office Supplies ("Agreement") is made this 1st day of July 1, 2004 by and between Xxxx, with offices at ("Contractor") and the Judicial Council of California Administrative Office of the Courts ("AOC").

In consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

- 1. PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions that apply to Contractor's furnishing of office supplies as requested in RFP No. FIN-0404OS ("RFP") and as further described in Exhibit 2, Statement of Work, to specific Judicial Branch Entities, including the 58 Superior Courts of California ("Trial Courts"), the California Appellate Courts, including the Supreme Court of California ("Appellate Courts"), the Habeas Corpus Resource Center ("HCRC") and the AOC (individually referred to as a Judicial Branch Entity or "JBE").
 - 2. TERM:** The initial term of this Agreement is one (1) year, commencing on July 1, 2004 with two (2) one-year options to extend the term. The AOC, in its sole discretion, may enter into negotiations with Contractor and elect an option to extend. After negotiations, the extended term and any price adjustments will be set forth in a written amendment to this Agreement.
 - 3. OBLIGATION:** This Agreement does not obligate the AOC or the individual Trial Courts or Appellate Courts or the HCRC to order goods from Contractor. This Agreement does not guarantee Contractor a specific volume of orders under this Agreement.
 - 4. RELATIONSHIP OF PARTIES:** The AOC has the authority to enter into master agreements for goods and services on behalf of the Trial Courts, the Appellate Courts, and the HCRC. The HCRC, individual Trial Courts and/or Appellate Courts may elect to utilize this Agreement by placing orders, as set forth herein. Each Trial Court, Appellate Court, and the HCRC shall be an intended third party beneficiary of this Agreement and shall have the right to enforce all terms and conditions set forth herein that affect such Judicial Branch Entity.
 - 5. SCOPE OF SERVICE AND PRICE:** Contractor shall provide office supplies to the Judicial Branch Entities named in this Agreement pursuant to the terms and conditions of this Agreement. The description and price for office supplies that are considered Contract Items is set forth in Exhibit 1, Pricing Sheets. "Contract Item" is defined as any item or replacement item that is included in Exhibit 1, Pricing Sheets, or any amendment to this Agreement. Additionally, Contractor shall provide Non-Contract Items to the Judicial Branch Entities named in this Agreement at the discounted rate set forth in Exhibit 1, Pricing Sheets. "Non-Contract Items" are defined as office supplies that vendor is able to provide that are not included with a specific price in Exhibit 1, Pricing Sheets, or any amendment to this Agreement.
- Contractor's prices set forth in Exhibit 1, Pricing Sheets, includes all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, overhead, profits, and other costs or expenses incidental to the Contractor's performance under this Agreement.
- 6. INVENTORY:** Contractor shall maintain access to a reasonable stock of the goods to be provided for delivery to the Judicial Branch Entities. Failure to maintain access to such a stock may result in termination of this Agreement.

7. ORDERING: The Judicial Branch Entities named in this Agreement may place individual orders for the office supplies provided pursuant to this Agreement or issue blanket Purchase Orders covering items for multiple individual orders up to the amount of the blanket Purchase Order. Orders may be placed with a Purchase Order via telephone, facsimile, or Contractor's designated Internet site with reference to a Purchase Order. A "Purchase Order" is defined as an ordering document used by a Judicial Branch Entity to place an order for office supplies under this Agreement. All orders will reference this Master Agreement No. [REDACTED]. The form and format of an order form or a Purchase Order may vary. The Judicial Branch Entity placing the order will be responsible for receipt of goods and payment pursuant to the terms and conditions set forth in this Agreement.

8. BACKORDERS: If an item is not available at the time the order is placed, the Judicial Branch Entity placing the order will be informed and presented with an option of a replacement item or the back-ordered item when it becomes available. An estimated delivery date will be provided for all back-ordered items. If a back-ordered item is not available on the estimated delivery date, the JBE placing the order must be notified prior to the estimated delivery date and given the option of a replacement item or the back-ordered item when it becomes available. All replacement items shall be of equal or better quality. If the JBE is not satisfied with the quality of the replacement product, the JBE has the right to return the product. The JBE will not incur any cost for return of the product, including but not limited to shipping and handling

9. CUSTOMER SERVICE SUPPORT

(a) Contractor shall provide customer service, as described in Exhibit 2, Statement of Work.

(b) Contractor shall maintain a toll-free number for ordering, inquiries, and customer service inquiries from the Judicial Branch Entity placing the order.

10. WARRANTIES

(a) Contractor shall pass through all manufacturer supplied end-user warranties to the purchasing party on all goods provided pursuant to this Agreement. Contractor further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

(b) With respect to all of the goods provided hereunder, Contractor represents and warrants that it has obtained from manufacturers of such goods provided hereunder and will assign or pass through to the Judicial Branch Entities named in this Agreement the following representations and rights from said manufacturers: that said manufacturers agree to defend, indemnify and hold harmless Contractor and the end user customer at manufacturer's expense from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments including damages of any kind resulting from, arising out of or in connection with any actual or claimed: (a) personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the use of any of the goods covered by this Agreement, (b) any defect in material, workmanship or design and (c) patent, trademark or copyright infringement with respect to any of the goods sold.

11. PACKAGING

(a) All products must be new, and must be delivered in the manufacturer's standard package. Prices shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents.

(b) Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Judicial Branch Entity's Purchase Order number.

(c) Each shipment shall include a packing slip showing: the Purchase Order number; the ordering date; ordering department, if appropriate; ship to location; the item number; product description; quantity shipped; and backordered items, including the expected ship date.

12. DELIVERY AND PACKING SLIPS:

(a) Time is of the essence to delivery and any other performance required of Contractor. Delivery of goods shall be made as required on the individual Purchase Order. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Unless otherwise specified on the Purchase Order, all deliveries will be Inside Deliveries as designated by a representative of the Judicial Branch Entity placing the order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be provided at the time the order is placed and noted on the order form or Purchase Order. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid unless it is expressly included on the Purchase Order.

(b) Shipping and delivery costs, if applicable, shall be included in Contractor's prices. Vendor shall not invoice the Judicial Branch Entity separately for shipping or delivery costs.

(c) Each container must be marked with the Purchase Order number, part number and quantity. Any itemized packing slip bearing the Purchase Order number as shown thereon must be left with the goods to insure their receipt. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of Contractor. When damage does occur, it is the responsibility of Contractor to immediately notify the Judicial Branch Entity staff.

(d) Contractor shall maintain an overall monthly average of 95% for on-time delivery of products purchased under this Agreement. The on-time delivery rate shall be calculated on a quarterly basis by dividing the number of completed on-time deliveries (no partial deliveries) by the total number of deliveries. That is, for orders reported as filled by the order entry system, the shipments shall be received within the times specified when the order is placed at least 95% of the time.

(e) [Delivery commitments will be established in Exhibit 2, Statement of Work, based on the vendor's RFP Response, including a remedy if the quarterly average for on-time delivery falls below 95% for three (3) consecutive months.]

(f) The Contractor's failure to meet delivery terms may result in termination of this Agreement.

13. RISK OF LOSS: Contractor shall bear the risk of loss or damage to the ordered goods until Contractor delivers the goods to the place of business indicated on the Purchase Order.

14. INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder shall be subject to final inspection and acceptance or rejection by the purchasing party at any time within thirty (30) days after delivery. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the purchasing party and returned at Contractor's expense and risk. Payment shall not constitute an acceptance of the material nor impair the purchasing party's right to inspect or any of its remedies.

15. REPLACEMENT RETURN POLICY: The vendor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost to the Judicial Branch Entity. There will be no restocking fee for returns of items that are damaged or shipped by the vendor in error. The vendor will not charge the Judicial Branch Entity for the return of any mis-ordered, mis-shipped or damaged items.

16. INVOICES, PAYMENT AND SETOFF: The purchasing party shall have no obligation to pay for any item until one original and two copies of a correct invoice for the item is received at the address shown on the Purchase Order. Payment is due net 30, unless otherwise indicated on the Purchase Order. Each invoice shall be printed on Contractor's standard printed bill form, and shall include at a minimum (i) the Purchase Order number, (ii) Contractor's name and address, (iii) the nature of the invoiced charge, (iv) the description and quantity of goods provided; (v) the per unit amount charged; and (vi) the extended price, including all applicable taxes itemized separately. Amounts owed to the purchasing party due to rejections of goods or services or discrepancies in said invoices will be, at the purchasing party's option, fully credited against future invoices payable by the purchasing party, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment by the purchasing party. The purchasing party shall have the right at any time to set off any amount owing from Contractor to the purchasing party against any amount payable by the purchasing party pursuant to any purchase order or any other transaction or occurrence.

17. REPORTS

(a) Contractor shall provide the Judicial Branch Entities that purchase goods under this Agreement with monthly reports, as described in Exhibit 2, Statement of Work.

(b) Contractor shall provide the AOC Project Manager a quarterly program report in hardcopy and electronic format that provides the following information for each Judicial Branch Entity that order goods under this Agreement, including a program summary of the information:

(i) **Delivery Information:** Delivery information shall include the number of "On-Time Shipments" and the number of "Late Shipments". On-Time Shipments are defined as shipments of goods that meet the delivery commitments set forth in this Agreement. Late Shipments are defined as shipments that do not meet the delivery commitments set forth in this Agreement.

(ii) **Non-Contract Items:** A list of all Non-Contract items that are ordered, including the price charged to the Judicial Branch Entity.

(iii) **Back-Ordered or Out-of-Stock Items:** A list of items that were back ordered or out-of-stock at the time the Judicial Branch Entity placed their order, including the number of days before the order was filled with an acceptable replacement item or the requested item.

(v) **Order Value:** A summary, by Judicial Branch Entity, of the total value ordered during the quarter reported.

The Quarterly Report shall be provided no later than thirty (30) days after the end of each quarter and shall include purchases that are invoiced or paid for with a credit card.

18. AUDIT RIGHTS: Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of three (3) years after final payment of any Purchase Order issued under this Agreement. During the period of time that Contractor is required to retain such records, the AOC or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

19. TERMINATION:

(a) The AOC may terminate this Agreement without cause by providing Contractor with thirty (30) days prior written notice.

(b) If a Judicial Branch Entity fails to pay delinquent invoices due hereunder within thirty (30) days after receipt of written notice of such default, or if a Judicial Branch Entity is delinquent in payment more than twice in any year, Contractor may discontinue providing goods and services to said Judicial Branch Entity under this Agreement. The parties agree that invoices are considered delinquent if payment is not received within forty-five (45) days of receipt of invoice.

(c) Contractor shall give the AOC written notice of the delinquent Judicial Branch Entity at the same time notice is given to the delinquent Judicial Branch Entity. The AOC represents that it is authorized to enter into this Agreement on behalf of the Judicial Branch Entities named herein and, as such, is authorized to obtain copies of such delinquent notice.

20. INDEMNITY: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE JUDICIAL BRANCH ENTITIES NAMED IN THIS AGREEMENT AND THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM ANY DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER OR FROM ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS. THIS INDEMNIFICATION SHALL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF CONTRACTOR AND SHALL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE INDEMNITY SHALL SURVIVE DELIVERY AND ACCEPTANCE OF GOODS OR SERVICES.

21. INFRINGEMENT PROTECTION: Contractor shall hold the Judicial Branch Entities named in this Agreement and their officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for Contractor's infringement or use of any copyrighted or uncopyrighted composition, secret process, or patented or unpatented invention, article, or appliance furnished or used in connection with this Agreement and any subsequent Purchase Order.

22. INSURANCE: Contractor agrees, warrants and represents to the Judicial Branch Entities named in this Agreement that Contractor will maintain adequate insurance to cover any liabilities described in this Agreement. Contractor further warrants and represents to such Judicial Branch Entities that Contractor will maintain adequate insurance to cover any public liability, property damage and/or automobile liability for any damage incurred with Contractor's performance of any work on or about the premises or third-party premises to which the goods and services are to be delivered as indicated on the Purchase Order. Contractor shall maintain proper Workers' Compensation Insurance covering all employees performing under this Agreement.

23. LEGAL COMPLIANCE

(a) Contractor shall observe and comply with all federal, state, and city laws, rules, and regulations affecting goods and services under this Agreement.

(b) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Agreement. Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.

(c) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 et seq. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

(d) Contractor and any of its subcontractors shall give written notice of the above obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(e) By signing this Agreement, Contractor assures the Judicial Branch Entities that it complies with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

(f) Contractor represents by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC with a view toward

securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this representation, the AOC has the right to terminate this Agreement for cause, either in whole or in part, and any loss or damage sustained by the AOC, or the Judicial Branch Entities named in this Agreement in procuring, on the open market, any items which Contactor agreed to supply, shall be borne and paid for by Contractor. The rights and remedies of the Judicial Branch Entities provided for in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

24. STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Contractor is an independent contractor and while performing work on or off the premises of the Judicial Branch Entities named in this Agreement neither it nor any of its agents or employees shall be considered agents or employees of such Judicial Branch Entities. Contractor shall not subcontract or delegate its obligations under this Agreement without the prior written consent of the AOC.

25. AGREEMENT ADMINISTRATION/COMMUNICATION

(a) Under this Agreement, the AOC Project Manager shall monitor and evaluate the Contractor's performance. The AOC Project Manager for this Agreement is named below. All requests and communications concerning this Agreement shall be made through the AOC Project Manager. Any notice from the Contractor to the AOC shall be in writing and shall be delivered as follows:

Paula Coombs, Project Manager
Judicial Council of California
Administrative Office of the Courts
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833-3509

(b) Purchasing Party Contact: Each Purchase Order will include a contact for the party placing the order. Contractor shall contact the individual named on the Purchase Order regarding questions on the order or payment status.

(c) Notice to Contractor shall be directed in writing to:

Xxxx

Attention:

26. ASSIGNMENT: Neither party shall assign this Agreement, either in whole or in part, without the prior consent of the other party in the form of a written amendment signed by the AOC and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the AOC is required by law, statute, or regulation to assign this Agreement to another government entity for administrative purposes, Contractor's consent is not required. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

27. AGREEMENT MADE IN CALIFORNIA VENUE: The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California without regard to

its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco County.

28. CONTRACT CONSTRUCTION: Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of the Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

29. SURVIVAL: Terms which shall survive any termination or expiration of this Agreement include, but are not limited to, Indemnity, Warranties, Infringement Protection, Audit Rights, and Assignment.

30. SIGNATURE AUTHORITY: The parties signing this Agreement certify that they have proper authorization to do so.

31. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof.

END OF MASTER AGREEMENT TERMS AND CONDITIONS

**EXHIBIT 1
PRICING SHEETS**

[ATTACH VENDOR PRICING SHEETS, INCLUDING PERCENTAGE DISCOUNT FOR NON-
CONTRACT ITEMS AND REFERENCE NUMBER OF PAGES ATTACHED]

**EXHIBIT 2
STATEMENT OF WORK**

[ATTACH NEGOTIATED STATEMENT OF WORK BASED ON VENDOR'S PROPOSAL]

RFP FIN-0404OS, Statewide Office Supply Program

Attachment B

Courts of California – Address List

ATTACHMENT B

ADDRESS LIST

(See separate PDF file for RFP posted on Courtinfo website)

**ATTACHMENT C
VENDOR CERTIFICATION FORM**

I certify that neither _____ (Proposer) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Proposer nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal that have been terminated for cause or default.

I acknowledge that if Proposer or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Proposer or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

VENDOR CERTIFICATION FORM (CONTINUED)

**List of all Contracts with Government or Commercial Customers
during the Five Years preceding Submission of this Proposal
that have been Terminated for Cause or Default**

**ATTACHMENT D
PRICING SHEETS**

(See separate Excel spreadsheets for RFP posted on Courtinfo website. Note multiple
spreadsheets within Excel Workbook.)

**ATTACHMENT E
DVBE PARTICIPATION FORM**

Proposer Name: _____

RFP Project Title: _____

RFP Number: _____

The State of California Executive Branch's goal of awarding of at least three percent (3%) of the total dollar contract amount to Disabled Veterans Business Enterprise (DVBE) has been achieved for this Project. *Check one:*

Yes _____ (Complete Parts A & C only)

No _____ (Complete Parts B & C only)

"Contractor's Tier" is referred to several times below; use the following definitions for tier:

0 = Prime or Joint Contractor;

1 = Prime subcontractor/supplier;

2 = Subcontractor/supplier of level 1 subcontractor/supplier

PART A – COMPLIANCE WITH DVBE GOALS

Fill out this Part ONLY if DVBE goal has been met; otherwise fill out Part B.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION
FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS
SOLICITATION.

PRIME CONTRACTOR

Company Name: _____

Nature of Work _____ Tier: _____

Percentage of Total Contract: DVBE _____%

SUBCONTACTORS/SUBCONTRACTOR/PROPOSERS/SUPPLIERS

1. Company Name: _____

Nature of Work: _____ Tier: _____

Percentage of Total Contract: DVBE _____%

2. Company Name: _____

Nature of Work _____ Tier: _____

Percentage of Total Contract DVBE _____%

3. Company Name: _____

Nature of Work _____ Tier: _____

Percentage of Total Contract DVBE _____%

GRAND TOTAL: DVBE _____%

PART B – ESTABLISHMENT OF GOOD FAITH EFFORT

Fill out this Part ONLY if DVBE goal will not be met but you have made a good faith effort to meet such goal.

INCOMPLETE DOCUMENTATION MAY RESULT IN DISQUALIFICATION
FROM FURTHER PARTICIPATION IN SELECTION PROCESS FOR THIS
SOLICITATION.

1. List contacts made with personnel from state or federal agencies, and with personnel from DVBEs to identify DVBEs.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

2. List the names of DVBEs identified from contacts made with other state, federal, and local agencies.

<i>Source</i>	<i>Person Contacted</i>	<i>Date</i>

3. If an advertisement was published in trade papers and/or papers focusing on DVBEs, attach proof of publication.

<i>Publication</i>	<i>Date(s) Advertised</i>

*RFP FIN-0404OS, Statewide Office Supply Program
Attachment E
DVBE Participation Form*

4. Solicitations were submitted to potential DVBE contractors (list the company name, person contacted, and date) to be subcontractors. Solicitation must be job specific to plan and/or contract.

<i>Company</i>	<i>Person Contacted</i>	<i>Date Sent</i>

5. List the available DVBEs that were considered as subcontractors or suppliers or both. (*Complete each subject line.*)

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

*RFP FIN-0404OS, Statewide Office Supply Program
Attachment E
DVBE Participation Form*

<i>Company Name:</i>	
<i>Contact Name & Title:</i>	
<i>Telephone Number:</i>	
<i>Nature of Work:</i>	
<i>Reason Why Rejected:</i>	

PART C - CERTIFICATION *(to be completed by ALL Proposers)*

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this proposal as a Disabled Veterans Business Enterprise complies with the relevant definition set forth in section 1896.61 of Title 2, and section 999 of the Military and Veterans Code, California Code of Regulations. In making this certification, I am aware of section 10115 *et seq.* of the Public Contract Code that establishes the following penalties for State of California Contracts:

Penalties for a person guilty of a first offense are a misdemeanor, civil penalty of \$5,000, and suspension from contracting with the State of California for a period of not less than thirty (30) days nor more than one (1) year. Penalties for second and subsequent offenses are a misdemeanor, a civil penalty of \$20,000 and suspension from contracting with the State of California for up to three (3) years.

IT IS MANDATORY THAT THE FOLLOWING BE COMPLETED ENTIRELY;
FAILURE TO DO SO WILL RESULT IN IMMEDIATE REJECTION.

<i>Firm Name of Proposer:</i>	
<i>Signature of Person Signing for Proposer</i>	
<i>Name (printed) of Person Signing for Proposer</i>	
<i>Title of Above-Named Person</i>	
<i>Date</i>	